

IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, MARYLAND

STATE FARM FIRE AND CASUALTY CO.
as Subrogee of
BAILEY'S COMMONS II CONDOMINIUM
and as subrogee of LILLIAN CAPLAN
112 E. Washington Street, DTB 8
Bloomington, IL 61701-0001

Plaintiff,

v.

PULTE HOME CORPORATION
6400 West Farmington Boulevard
West Bloomfield, MI 48033
SERVE: CSC-LAWYERS INCORPORATING
SERVICE COMPANY
Registered Agent
7 St. Paul Street, #1660
Baltimore, MD 21202

And

PULTE HOMES OF MARYLAND, LLC
1501 S. Edgewood Street; #K
Baltimore, MD 21227
SERVE: CSC-LAWYERS INCORPORATING
SERVICE COMPANY
Registered Agent
7 St. Paul Street, #1660
Baltimore, MD 21202

Defendants.

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DEC 05 2013

Clerk of the Circuit Court
Montgomery County, Md.

Case No. _____

COMPLAINT
(Negligence/Subrogation)

Plaintiff, by counsel, as and for its Complaint against Defendants, states as follows:

1. At all times relevant hereto, BAILEY'S COMMONS II

CONDOMINIUM ("BAILEY'S") and the property known as 401 King Farm Boulevard, Rockville, MD 20850 ("BAILEY'S PROPERTY") were insured under a property insurance policy issued by Plaintiff. The BAILEY'S PROPERTY is a condominium complex located in Montgomery County, MD.

2. At all times relevant hereto, LILLIAN CAPLAN ("CAPLAN") and the property known as 410 Kings Farm Boulevard, Unit #303, Rockville, MD 20850 ("CAPLAN PROPERTY") were insured under a property insurance policy issued by Plaintiff. The CAPLAN PROPERTY is a condominium unit located within the BAILEY'S PROPERTY.

3. Defendant PULTE HOME CORPORATION is a corporation duly organized and existing pursuant to the laws of the State of Michigan which is licensed to transact business in the State of Maryland.

4. Defendant PULTE HOMES OF MARYLAND, LLC is a domestic corporation.

5. Defendants constructed the BAILEY'S PROPERTY.

6. On or about December 16, 2010, a sprinkler pipe located in the attic area near the exterior wall above the utility closet of the CAPLAN PROPERTY froze ("PIPE") and subsequently burst causing damage to the BAILEY'S PROPERTY and CAPLAN PROPERTY.

7. The PIPE froze due to the Defendants' negligence in failing to adequately heat and/or insulate the area where the PIPE was located.

8. Moreover, the PIPE froze due to the Defendants' negligence in failing to adequately heat and/or insulate the PIPE itself.

9. Additionally, the PIPE froze due to the Defendants' negligence in failing to assemble the PIPE in a workmanlike manner.

10. Defendants had actual notice of the possibility that the PIPE would freeze and burst as similar failures had occurred at the BAILEY'S PROEPRTY prior to the incident complained of herein.

11. Defendants were the proximate and direct cause of the damages complained of herein.

12. The damages complained of were the sole and proximate result of Defendants' aforesaid negligence and were not caused in any way by the actions or inactions of BAILEY'S, CAPLAN or any third party.

13. Pursuant to its property insurance policy with BAILEY'S, Plaintiff was obligated to, and did, pay the sum of \$143,420.65 to, or on behalf of, BAILEY'S who paid its \$5,000.00 deductible.

14. Pursuant to its property insurance policy with CAPLAN, Plaintiff was obligated to, and did, pay the sum of \$12,289.88 to, or on behalf of, CAPLAN who paid her \$1,000.00 deductible.

15. Plaintiff, pursuant to its subrogation rights, seeks the sum of \$148,420.65 from Defendants, both jointly and severally, the amount it was obligated to, and did, pay to or on behalf of BAILEY's under its insurance policy with it, together with BAILEY's deductible.

16. Plaintiff, pursuant to its subrogation rights, seeks the additional sum of \$13,289.88 from Defendants, both jointly and severally, the amount it was

obligated to, and did, pay to or on behalf of CAPLAN under its insurance policy with her, together with her deductible.

WHEREFORE, Plaintiff demands judgment against Defendants, both jointly and severally, in the amount of \$161,710.53, together with interest at the legal rate from the date of judgment, together with the costs of this action and such other relief as is deemed just and proper.

Respectfully submitted,

LEGUM & WILK, P.L.C.

By: 

Adam R. Wilk
4004 Williamsburg Court
Fairfax, Virginia 22032
(703) 385-6700

Counsel for Plaintiff

CERTIFICATION OF OUT OF STATE COUNSEL

I HEREBY CERTIFY that I am admitted to practice law in the State of Maryland.


Adam R. Wilk